

MEMORANDUM OF AGREEMENT
Between
The University of Massachusetts Board of Trustees
And
University Staff Association/Massachusetts Teachers Association/NEA

This Memorandum of Agreement is made this 12th day of March, 2012, by and between the University of Massachusetts Board of Trustees (“Trustees”) and University Staff Association/MTA/NEA (jointly, the “Association”).

WHEREAS the Trustees and the Association are parties to a collective bargaining agreement that was made between them with effect on July 1, 2009 (the “2009 Agreement”), which agreement does and will by its terms remain in full force and effect through and until June 30, 2012; and

WHEREAS the parties have conducted and concluded the negotiation of a successor agreement to the 2009 Agreement, which successor agreement will have effect commencing on July 1, 2012 (the “2012 Agreement”); and

WHEREAS the parties wish hereby to make a preliminary record of those agreements they have arrived at during negotiations, it being their purpose to incorporate those agreements hereafter into a full and complete statement of the 2012 Agreement by amending the 2009 Agreement as necessary or appropriate;

NOW, THEREFORE, in consideration of the foregoing premises and of the mutual covenants hereinafter set down, the parties agree as follows:

All proposals and agreements are subject to ratification by the Parties and funding pursuant to M.G.L. Chapter 150E. Unless specifically modified by the terms of this agreement, the provisions contained in the parties’ 2009-2012 collective bargaining agreement shall be included in the new agreement.

Deleted language has been ~~stricken through~~, current language is in normal font and new language is noted in *italics*.

Agreement 1

Wherever the phrase “credible service” is used throughout the contract, delete that phrase and replace with “seniority”.

Agreement 2

In Article 9 Section 2, delete the sentence that reads:

~~“On the first payroll day of the payroll month of January, full-time employees will be credited annually with six (6) paid personal leave days which may be taken during the following twelve (12) months at a time or times requested by the employee.”~~

With two (2) sentences that read

“On the first day of the first payroll period that falls entirely within January of each year, full-time employees will be credited annually with six (6) paid personal leave days, which may be taken during the following twelve (12) months at a time or times requested by the employee. Employees may use available accrued personnel time from the prior year between January 1 of each year and the first day of the first payroll period that falls entirely within January of each year.”

During the final payroll period of the preceding year, the University shall provide each member with a calendar when the personal days shall accrue and when they expire.”

Agreement 3

Add previously bargained and agreed to language to Article 9 creating a new subsection P as follows:

(P). The University may require a bargaining unit member to report to a health care provider, named by the employer, in the following circumstances:

1. If the employer determines there is a reasonable basis on which to seek a health care provider’s judgment as to the employee’s current medical fitness for work;
2. If there is an issue about the employee’s ability to perform some or all of the functions of the job they are employed in and the employer reasonably needs a medical examination to determine if the employee can perform that function or what reasonable accommodation must be made.
3. An employee, reporting for such examination, shall cooperate with the health care provider conducting the exam and provide needed medical records to enable the examiner to review the condition at issue. All such examinations shall be held under the following conditions:
 - a. The employee shall receive written notice of the proposed examination at least five (5) days in advance of their report time, except in those cases where there is significant and imminent risk of harm to the employee or their fellow employees, a shorter notice period may be used. Such notice shall state the reason the Employer is requesting the examination and the health records the employee should try to bring with them. The

Association shall be informed, in writing, when such notice is sent, including the name of the employee being notified.

- b. The actual time going to and from, and participating in the exam shall be paid at the employee's applicable rate for those hours. All costs associated with said examination shall be paid by the University.
4. The manager or administrator responsible for directing the MBU and the Contract Administrator (the Labor Relations Administrator as of July 1, 2001) have approved the directive in writing.
5. This provision shall not apply to an employee returning from a leave, occasioned by a Worker's Compensation injury, nor shall it apply to employees, who are believed by the employer to be abusing sick leave. This provision shall not apply in cases of Family Medical Leave Act leave. In the case of the Americans with Disabilities Act (ADA), this provision will not be used in relation to determination of coverage by the ADA but an employer seeking to determine reasonable accommodations and requiring medical data for such consideration may use it. However, where those statutes provide for medical examination, certification or review, this paragraph shall not be construed to limit the employer's right to such examination.

Agreement 4

Change Article 12, Section 1 to read:

1) Section 1

The following days shall be holidays for employees:

New Year's Day
Martin Luther King Day
Presidents' Day
~~Evacuation Day*~~
Patriot's Day
Memorial Day
~~Bunker Hill Day*~~
Independence Day
Labor Day
Columbus Day
Veterans' Day
Thanksgiving Day
Christmas Day
~~* Only in Suffolk County~~

2) Delete current Section 7 and replace with:

~~In addition to the holidays listed in Section 21.1, bargaining unit members shall not be required to work on the immediate two (2) work days following Christmas Day; provided that, notwithstanding Section 21.3, if Christmas Day falls on a Saturday or Sunday, the holiday shall be celebrated on the following Monday. Alternatively if agreed by campus union's Bargaining unit members may shall not be required to work on the two days prior to New Year's Day, and they shall be deemed holidays. Anyone required to work these days shall be compensated in accordance with Article 12, §3.~~

. It is understood that the parties will work toward closing for the other two days between December 25 and January 1. If this is not accomplished by the end of this contract, these dates may be the subject of bargaining in a successor agreement.

“Departments will be encouraged to allow members wishing to use accrued time for the remainder of the week, to approve said requests.”

Agreement 5 – SENT TO L/M COMMITTEE

During the life of this agreement, a multi union committee (USA and PSU Unit B), will meet and discuss drug and alcohol testing language with a goal of reaching an agreement on such language for inclusion in the contract, taking effect July 1, 2014.

Agreement 6

Article 14, § 1

1. Wage proposal:

- A. Effective the first pay period in July 2012, each bargaining unit member who is on the payroll as of July 1, 2012, shall receive a base rate increase of 1.5% as a percentage of such unit member's salary on July 1, 2012.
- B. Effective the first pay period in January 2013, each bargaining unit member who is on the payroll as of January 1, 2013, shall receive a base rate increase of 1.5% as a percentage of such unit member's salary on payroll as of December 30, 2012.

- C. Effective the first pay period in July 2013, each bargaining unit member who is on the payroll as of July 1, 2013, shall receive a base rate increase of 1.5% as a percentage of such unit member's salary on July 1, 2013.

- D. Effective the first pay period in January 2014, each bargaining unit member who is on the payroll as of January 1, 2014, shall receive a base rate increase of 1.5% as a percentage of such unit member's salary on January 1, 2014.

Agreement 7

Article 16, § 2

A. Health and Welfare Contribution

For the period July 1, 2012 through the first pay period in January 2014, the Employer agrees to contribute on behalf of each full-time employee equivalent in the bargaining unit a total of fourteen dollars (\$14.00) per calendar week to the Massachusetts Public Employees Fund.

Effective on the first pay period in January 2014, an additional fifty cents (\$0.50) per calendar week per full time employee equivalent, for a total of fourteen dollars and fifty cents (\$14.50) shall be paid to the Mass Public Employees Health & Welfare Fund.

Effective on the first week in June 2014, and additional fifty cents (\$0.50) per calendar week per full time employee equivalent, for a total of fifteen dollars (\$15.00) shall be paid to the Mass Public Employees Health & Welfare Fund.

Agreement 8

ARTICLE 34

DURATION

This Agreement shall be for the two (2) year period from July 1, 2012 through June 30, 2014 and terms contained herein shall become effective on the date of its execution by the parties, unless otherwise specified. At the written request of either party, negotiations for a subsequent agreement will be commenced on or after March 1, 2014. This Agreement will remain in full force and effect until a new Agreement is executed or an impasse in negotiations is reached. Nothing herein shall derogate from the legal rights

and duties of the respective parties relative to matters that impact mandatory subjects of collective bargaining.

Agreement 9

ARTICLE 19

OUT OF TITLE WORK

Section 2, paragraph 3

An Employee, who is assigned by his/her supervisor to perform overtime work in a higher classification, shall have overtime compensation computed at the first same step rate of the higher classification, ~~unless the employee's regular rate of compensation is higher, in which case the overtime compensation shall be computed at the employee's regular rate of compensation.~~

Agreement 10

SIDE LETTER

TUITION REMISSION

The parties agree that employee's spouses/dependents, who are enrolled in courses in the regular day program at the University, will *continue to* be exempt from any increase in mandatory fees for the life of the contract. ~~The parties agree to explore the creation of a campus wide union/management committee during the final year of the contract (FY12) to discuss options for, and obstacles to, possible future expansion of the fee waiver benefit. This committee, if created, will have no authority other than to make recommendations to the parties for the next round of bargaining.~~

Agreement 11

Side Letter

Retirees: The University agrees to extend to USA members and agreement regarding the option to elect the accelerator money, in lieu of the salary increases, for USA members planning to retire.

Agreement 12

Appendix B

The parties agree to engage in Labor Management discussions to develop a plan for compressing the salary schedule to 7 steps.

Agreement 13

Vacancies and Promotions-

Section 5 Trial Period

A. An employee, who is appointed to a different position, shall serve a *two (2)* month trial period from the effective date of the appointment. In no case, however, shall this trial period expire prior to the completion of six (6) months of continuous employment from the most recent date of hire.

B. During this trial period, if the employee's work performance in the new assignment is not satisfactory to the CEO, said employee shall revert back to his or her former position. This matter may be a proper subject for the Grievance procedure.

C. If the employee is not satisfied with the new position, he/she may elect to return to the former position within thirty (30) days after said new appointment.

D. All appointments made related to this section shall be temporary or provisional appointments at least until the completion of the trial period. All vacancies resulting from an employee's appointment, pursuant to this section, shall be filled temporarily or provisionally at least until the appointed employee has completed his/her trial period. The employer shall notify all employees of this provisional appointment trial period

E. During the sixty (60) day trial period there will be no changes made to the employee's previous job description so that if it is necessary for their return to said department their original position will be available. Also during this 60 day trial period it is strongly encouraged that the supervisor will conduct a 30 day evaluation to help the employee with his/her decision on returning to the previous position.

